

RECORDED AT THE REQUEST OF:
CAMINO DEL PRADO
HOMEOWNERS ASSOCIATION

WHEN RECORDED RETURN TO:
CAMINO DEL PRADO
HOMEOWNERS ASSOCIATION
C/O Tri-State Enterprises
2133 Leghorn St.
Mountain View, CA 94043

**CAMINO DEL PRADO
HOMEOWNERS
ASSOCIATION**

SOLAR INSTALLATION AGREEMENT

THIS SOLAR INSTALLATION AGREEMENT ("Agreement") is made and entered into by and between CAMINO DEL PRADO HOMEOWNERS ASSOCIATION ("HOA"), and _____ ("OWNER"). Terms not defined in this Agreement shall have the same meaning as used in the First Restatement of Declaration of Covenants, Conditions and Restrictions of CAMINO DEL PRADO HOMEOWNERS ASSOCIATION ("CC&R's"), recorded on _____ ("Recording Date"), as Document No: _____ in the Official Records of the County of Santa Clara , State of California.

RECITALS

- A. OWNER seeks to install a solar energy system, as that term is defined in California Civil Code Section 801.5(a)(1), to serve OWNER's Property ("PROPERTY"). OWNER lives at _____, Sunnyvale, CA _____. The legal description is attached as Exhibit "A". OWNER's PROPERTY is situated within the boundaries of the Development of CAMINO DEL PRADO HOMEOWNERS ASSOCIATION, which is managed and maintained by the HOA.
- B. OWNER submitted plans and specifications, along with all other required and requested documentation, to the Board of Directors.
- C. The Board of Directors has reviewed and approved the plans and specifications, along with all other required and requested documentation submitted by OWNER, for the installation of OWNER's proposed solar energy system. A map reflecting which part of the roof can be used by OWNER is attached as Exhibit "B".
- D. Installation and maintenance of OWNER's solar energy system require OWNER's ongoing access to, and use of, Common Area. The grant of this solar easement is exempt from Civil Code section 4600, pursuant to subsection (2)(J).

WHEREFORE, HOA and OWNER agree as follows:

1. Grant of Easement

A. Subject to the terms and conditions of this Agreement, HOA grants to OWNER, for the use and benefit of OWNER, a non-exclusive easement to those portions of the Common Area necessary for the purposes of installing, maintaining, repairing, restoring, replacing, and/or using OWNER's solar energy system _____("Easement"). OWNER should not use other areas of the roof for storing, access and/or any other reason during installation or maintenance.

B. The Solar Easement shall be appurtenant to PROPERTY, as shown on the Map and the solar energy system will be installed, maintained, repaired, restored, and replaced on the roof.

2. Installation

A. A licensed contractor familiar with solar energy system installation ("Contractor") must install OWNER's solar energy system;

B. Contractor must carry liability insurance issued by an insurer acceptable to HOA with coverage limits of at least ONE MILLION DOLLARS (\$1,000,000.00). The HOA and the property management company ("Management") shall be additional insureds under the policy at no cost to the HOA or to Management, and OWNER must supply HOA with proof of insurance prior to the commencement of work.

C. Contractor must carry worker's compensation insurance to the extent necessary to comply with all applicable laws of the State of California and the regulations of any governmental entity or agency having jurisdiction over the Development.

D. OWNER must (a) satisfy all required governmental approvals, (b) obtain all required permits, and (c) must supply HOA with proof of such approvals and permits prior to the commencement of work.

3. Maintenance

A. OWNER shall maintain the solar energy system in good condition at all times. OWNER shall be solely responsible to ensure that all installation, maintenance, repair, restoration, replacement, and/or use of OWNER's solar energy system complies with all applicable federal, state and local laws, regulations and ordinances.

B. OWNER shall be solely responsible for all costs associated with the maintenance, repair, and replacement of OWNER's solar energy system.

C. OWNER is advised to annually inspect its solar energy system, keep it up-to-date technologically and keep it operating at all times. Once the solar energy system is not being used, it shall be removed.

D. OWNER shall be solely responsible for all costs associated with the removal, replacement, or restoration of OWNER's solar energy system where HOA determines, in its good faith and reasonable judgment, that the Common Areas to which the solar energy system is affixed needs to be repaired, replaced, or otherwise maintained. HOA shall provide OWNER with reasonable verbal or written notice prior to the commencement of any HOA maintenance work affecting OWNER's solar energy system.

E. If OWNER fails to maintain OWNER's solar energy system, HOA shall notify OWNER of such failure and the need to perform such maintenance. If OWNER fails to respond to HOA's notice within fourteen (14) calendar days of receipt, HOA may charge OWNER up to FIVE HUNDRED DOLLARS (\$500.00) per day. Within five (5) calendar days of receipt of HOA's notice, OWNER must either (a) perform the required maintenance or (b) if the maintenance cannot be completed within the five (5)-day period, inform HOA when the maintenance work will be completed.

F. HOA may take any action that is reasonably necessary to prevent immediate injury to persons or damage to property ("Emergency Situation") without providing prior notice to OWNER. OWNER shall be entitled to reimbursement from HOA for any damage caused to OWNER's solar energy system only to the extent that the Emergency Situation was not caused by OWNER or by OWNER's solar energy system.

4. Insurance: Damage and Destruction

A. If OWNER's solar energy system is damaged or destroyed from (a) a risk covered by HOA insurance, and the insurance proceeds are insufficient to cover OWNER's loss, or (b) a risk not covered by HOA insurance, then OWNER shall not be paid any amounts nor shall OWNER be permitted to utilize the procedure for uninsured or underinsured loss. OWNER shall have no recourse against HOA, the Board of Directors, Management, or HOA's insurance carrier(s). OWNER shall be solely responsible for the prompt repair or restoration of OWNER's solar energy system, or the prompt removal of the solar energy system.

5. Indemnification

A. OWNER shall indemnify, defend, and hold harmless HOA, the Board of Directors, and Management from and against any and all claims, liabilities, expenses, costs (including reasonable attorneys' fees and court costs), and/or causes of action arising from, or in connection with, the installation, maintenance, repair, restoration, replacement, and/or use of OWNER's solar energy system.

B. OWNER shall reimburse HOA for all costs, including reasonable attorneys' fees and court costs, related to any and all loss or damage to any portion of the Development, including the Common Area and any other property, caused, in whole or in part by OWNER's solar energy system or by OWNER's installation, maintenance, repair, restoration, replacement, and/or use of OWNER's solar energy system as reasonably determined by the Association. HOA may levy a Reimbursement Assessment, after notice and hearing, pursuant to the CC&R's, to reimburse HOA for all costs related to OWNER's solar energy system.

6. Successors-in-Interest; Assignment, Transfer and Termination

A. All the terms and provisions of this Agreement are covenants running with the land and are binding upon and shall inure to the benefit of HOA and OWNER, and the successors and assigns of each party to this Agreement.

B. PROPERTY shall be held, transferred, sold, leased and conveyed (whether voluntarily or by operation of law) subject to the terms and provisions of this Agreement. Notwithstanding the foregoing sentence, OWNER, or OWNER's successor or assign, may choose to remove the solar energy system appurtenant to PROPERTY. Permanent removal of OWNER's solar energy system requires full compliance with (a) the CC&R's and (b) HOA's Rules. Permanent removal of the solar energy system appurtenant to PROPERTY shall also require the recordation of a subsequent written instrument canceling this Agreement, including the Solar Easement granted herein.

7. Dispute Resolution

A. In the event of any dispute arising out of, or in connection with, this Agreement, the dispute shall be arbitrated and shall be binding.

OWNER's Initials

By initialing this section, you are giving up your right to a trial by jury. You are giving up your right to have the case tried by a judge, and you are giving up any right to pretrial discovery, except as allowed by the arbitrator.

8. Miscellaneous Provisions

A. Amendment. This Agreement may only be amended by a written instrument executed by both parties.

B. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

C. Notices. Formal notices, demands, and communications between the parties shall be deemed given (a) on the date of service, if notice is personally served on the party; or (b) on the third (3rd) calendar day after notice is mailed via certified mail and addressed to the parties as follows:

If to ASSOCIATION:

Camino Del Prado HOA
c/o Tri-State Enterprises, Inc.
2133 Leghorn Street
Mountain View, CA 94403
(650) 210-0085

If to OWNER:

_____ (OWNER NAME(S))
_____ (ADDRESS)
_____ (CITY, STATE, ZIP)

D. Construction and Severability. In construing the provisions of this Agreement and whenever the context so requires, the use of one gender shall include the other gender, the use of the singular shall include the plural, and the use of the plural shall include the singular. If any portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion(s) shall remain in full force and effect.

Entire Agreement. This Agreement is the entire agreement of the parties with respect to the installation, maintenance, repair, restoration, replacement, and/or use of OWNER's solar energy system.

F. Recordation. This Agreement shall be recorded in the Official Records of the County of Santa Clara, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date which appears with their respective signatures.

CAMINO DEL PRADO
HOMEOWNERS ASSOCIATION

DATED: _____ By: _____

DATED: _____
_____, OWNER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A LEGAL
DESCRIPTION

Exhibit "B"
OVERHEAD MAP